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EXAMINER	
LEVINE, ADAM L	

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 12/16/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	10/014,720	SHAER, ARI	
	Examiner	Art Unit	
	Adam Levine	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *18 July 2005*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-6 and 8-21* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-6 and 8-21* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☒ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *23 April 2002 and 18 July 2005* is/are: a)☐ accepted or b)☒ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Response to Amendment

In response to the previous office action, Applicant amended the Drawings, Specification, and Claims by submission dated July 18, 2005. Examiner notes that papers misfiled with the Oath/Declaration as Tables 1I, 1J, and 1K, are actually Figures 1I, 1J, and 1K. All amendments are addressed in this final office action. Claim 7 has been cancelled, and Claim 21 is New. Claims 1-6, and 8-21 are examined.

Drawings

The drawings were received on April 23, 2002, and replacement drawing figures 1I, 1J, 1K, 25, 27, and 29 were received on July 18, 2005. Objections noted in the prior office action have been overcome. These drawings are now objected to for the reasons indicated in the attached "Notice of Draftsperson's Patent Drawing Review," PTO-948. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency.

Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Specification

The substitute Specification has been entered. Examiner appreciates Applicant's efforts in correcting the previously noted informalities and in improving the Summary to provide a concise description.

Regarding the substitute Specification, the disclosure is objected to because of the following informalities: The amendment filed July 18, 2005, is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no amendment shall introduce new matter into the disclosure of the invention. The added material which is not supported by the original disclosure is as follows: The "Information Template" on page 8 lines 2-13 of the summary is given special meaning and described in significantly more detail in the amended disclosure than is present in the original. As a result, substantive new meaning is now attributable to the term and it has been changed into an especially significant feature of the invention where it previously was noted only briefly and tangentially. Applicant is required to cancel the new matter in the reply to this Office Action. Examiner notes that

this may be an inadvertent substitution of the term "Information Template" instead of the term "knowledge template" that is more extensively used in both the original and substitute specifications. If this is an accurate observation then the disclosure should be amended to make clear that the terms are synonymous.

The lengthy specification has not been checked to the extent necessary to determine the presence of all possible minor errors. Applicant's cooperation is requested in correcting any errors of which applicant may become aware in the specification.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 12 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The term "similar" in claim 12 is a relative term that renders the claim indefinite. The term "similar" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. Applicant's attempt to resolve the prior indefiniteness through amendment to delete the word "substantially" from "substantially similar" is noted and is appreciated, however, this alone does not resolve the indefiniteness. The absence of remarks in support of

removing the rejection on the basis of this amendment leaves no other alternative than to maintain the rejection.

Claim Rejections - 35 USC § 101

The amendment of Claim 9 in response to the previous rejection under 35 USC 101 is acknowledged. The rejection of Claims 9-12 under 35 U.S.C. 101 is withdrawn.

Response to Arguments

Pertaining to rejection under 102(e) in the previous office action:

Applicant's arguments filed July 18, 2005, have been fully considered but they are not persuasive.

Regarding Claims 1-6 and 8, it is noted that the substantive amendment to Claim 1 merely incorporates features of Claim 7. Claim 1 and Claim 7 were both rejected in the previous action based on the same prior art (Robertson, See Paper #20050204, US Patent No. 6,609,106). In response to applicant's argument that the reference fails to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., "inflating a price to be displayed to gift givers so as to enable the event organizer to receive funding for purchase of gifts and services prior to the event") are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). It is also noted, however, that this "inflating" feature is not present in the specification.

Further, in response to applicant's argument that the intentional inflation of prices is for the purpose of allowing the event organizer to use excess funds to purchase gifts or services, a recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim. The prior art states that it permits registrants to "obtain credit towards future purchases for all purchases they make or a gift purchaser makes on their behalf." (See at least column 25 lines 35-39). Thus, in addition to the structural similarity discussed in detail in the prior office action, the prior art would still be capable of performing the intended use even if the alleged new structural difference were present in the claim. It is also noted that "future purchases" refers to purchases that take place any time after the immediate purchase. Therefore a future purchase could still take place "prior to the event."

With respect to claims 9-12, "generating benefit for the event organizer based on the contractual obligation" can be understood in a variety of ways. Its most reasonable and likely understanding is that upon purchasing or ordering a good or service (committing to payment), part of the additional price to be paid by the purchaser (above wholesale) is credited to the organizer for other purchases (generating benefit for the event organizer). The "benefit for the event organizer" could also be understood as merely referring to the fact that the good or service itself is being purchased or ordered for the benefit of the event organizer. The latter understanding would add nothing to the claims.

The former understanding is the same as the credit toward future purchases described above with regard to Claim 1 and in the prior office action. If the "contractual obligation" is to be given another meaning, that meaning must be clearly and distinctly stated and described, with appropriate vigilance concerning the insertion of new matter. It is noted that "contractual obligation" is not given any different meaning in the original specification that those noted above. Again it is noted that the "future purchases" discussed in Robertson refer to purchases that take place any time after the instant purchase. Therefore a future purchase could still take place "prior to the event," and the credit from the instant purchase could well be applied to goods or services purchased later for use at the same event.

With respect to claims 13-20, it is noted that Applicant's discussion of Fig. 1E is actually describing Fig. 1F. Since Applicant also refers to Figs. 1E and 1F together as representing multiple templates with a different combination of alternatives, the Examiner cannot determine to what Applicant may be referring other than Fig. 1F.

In response to applicant's argument that the reference fails to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., creating templates with specific information about elements of an event to enable the event to be duplicated upon realization of the template) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). The Examiner believes that Applicant here is alluding to the creation of a property interest for event planners in templates or

packages previously created by said event planners using the present method, and allowing later event planners using the present method to chose from those saved templates, however, these concepts appear neither in the claims nor in argument.

With respect to Claims 13 and 18 as written and amended, the previously created templates merely describe a package deal (or "pre-packaged event"). As such a package of goods and/or services sold together as a single unit would appear merely as a single item capable of being chosen as any other item, enabling the selection of such a package does not distinguish this application from the prior art.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

1. **Claims 1-6, 8-14, and 17-21 are rejected under 35 U.S.C. 102(e) as being anticipated by Robertson (Paper #20050204, U.S. Patent No. 6,609,106).**

Robertson teaches all the limitations of claims 1-6,8-14, and 17-21. For example, Robertson discloses a gift and service registry allowing event planners to create wish lists for events and create templates for events including various

items and services desired for delivery as gifts or for performance at the event (see at least Abstract, Figs. 1-41). Robertson further discloses:

Referring to Claim 1, a method for an event organizer to arrange the receipt of gifts for the event and services rendered in conjunction with the event, comprising:

creating an on-line database of gifts and services desired by the organizer throughout, but for example (see at least column 3 lines 16-17, column 2 lines 14-17, column 12 lines 26-41, column 14 lines 40-52, and column 18 lines 13-17),

obtaining a first price for the gifts and services in the database (see at least column 15 lines 15-31),

enabling access by gift givers to the database, for example (see at least column 15 lines 50-62),

displaying to the gift givers the gifts and services in the database and a second price for the gift and services and enabling the gift givers to select one or more of the gifts and services for purchase on behalf of the organizer, the second price being a suggested retail price greater than or equal to the first price, for example (see at least column 1 lines 35-43, column 2 line 63 – column 3 line 1, column 15 lines 21-30, column 18 lines 34-57, column 19 lines 19-23, and column 23 lines 19-56). It is clearly taught in Robertson's discussion of prior art (see at least column 1 lines 35-43) that at least two different prices exist for any item sold in a retail environment. This is firmly established within Robertson's system and method (see at least column 2 line 63-column 3 line 1, column 15 lines 21-30, and column 19 lines 19-23, where Robertson teaches the existence of different prices for the same item, and column 25 lines 35-39

where Robertson discusses a credit for the registrant towards future purchases for all purchases made on their behalf). The only possible source for this credit is the difference in price reflecting a higher price paid by the purchaser than the price originally paid by the provider or reseller. This effectively establishes that the item is sold at a second price relative to the first price at which the item is initially acquired by the service or reseller. This aspect of the invention is also inherent in any retail environment.

Robertson discloses directing one of the gift and service providers to forward the gift to the organizer or perform the services for the organizer upon receipt of funds from the gift givers equal to the second price (see at least column 24 lines 9-24 and in Robertson Claim 3).

Robertson discloses determining a difference between the first and second price upon receipt of funds from the gift giver equal to the second price, directing at least part of the difference in price to an account of the organizer, and enabling the organizer to use this part to purchase gifts and services in the database prior to the event (see at least column 25 lines 35-39). Robertson discusses a credit for the organizer (registrant) towards future purchases for all purchases made on their behalf. The only possible source for this credit is the difference in price reflecting the higher price paid by the gift giver (purchaser).

Referring to Claim 2, Robertson discloses the method of Claim 1, wherein the step of creating the database comprises: displaying different categories of gifts and services to the organizer, enabling the selection of each of the categories of gifts and

services, and for each category, displaying different gifts or services and enabling the selection of each of the gifts and services, whereby the organizer is able to select either categories of gift and services for entry into the database, specific gifts and services within each category for entry into the database or a combination thereof (see at least column 22 lines 30-41, column 14 lines 40-52, and in Robertson Claims 9-12, and 16).

Referring to Claim 3, Robertson discloses the method of Claim 1, wherein the step of obtaining a first price for the gifts and services comprises contacting gift and service providers to solicit bids from the gift and service providers (see at least column 15 lines 19-31, discussing contacting providers and obtaining prices).

Referring to Claim 4, Robertson discloses the method of claim 1, wherein the step of obtaining a first price for the gifts and services comprises conducting an auction among possible providers to obtain a lowest price for the gifts and services (see at least column 15 lines 19-31, and column 19 lines 19-33).

Referring to Claim 5, Robertson discloses the method of claim 3, further comprising: enlisting providers of gifts and services to submit bids for gifts and services listed in said database, and electronically notifying the providers when one of the gifts and services provided by the gift and service provider is included in the database (see at least column 3 lines 47-54, where providers register items for sale and are notified upon the occurrence of certain events, and column 9 lines 25-37). Such events could be the inclusion of the providers' gift or service in the database. Regardless, such notification is inherent in Robertson.

Referring to Claim 6, Robertson discloses the method of claim 1, wherein the step of obtaining a first price for the gifts and services comprises obtaining a price from several gift and service providers for each gift and service, further comprising the steps of: enabling access to said database by the organizer, displaying the gifts and services and the prices provided by the gift and service providers, and enabling the organizer to purchase the gift and services from any of the gift and service providers that submitted a price for the gift and services (see at least column 15 lines 19-31, and column 19 lines 5-23).

Referring to Claim 8, Robertson discloses the method of claim 1, wherein the step of creating the database comprises: providing a website to enable creation of the database, displaying options of different gifts and services to the organizer at the website, and displaying advertising of providers of gifts and services at the website (see at least column 1 lines 50-60, column 2 lines 26-34, column 9 lines 5-45, column 10 lines 17-34, column 11 lines 25-42, in claims 1, 2, 9, and 16, and throughout).

Referring to Claim 9, Robertson discloses a method for coordinating payment for products and services in connection with an event, comprising:

creating a database of goods and services desired by an event organizer for the event with an associated cost (see at least column 2 lines 14-17, column 3 lines 16-17, column 12 lines 26-41, column 14 lines 40-52, and column 18 lines 13-17);

embodying the database in a computer-readable media (see at least Claim 16);

enabling others to access the database and commit to payment for the desired goods and services (see at least column 22 line 59 – column 24 line 24);

associating the manner of payment with the desired goods and services; and upon acceptance by a provider of the goods and services to the manner of payment associated with the goods and services, contractually obligating the provider of the goods and services to deliver the goods and services for the event (see at least column 12 lines 11-13, column 23 line 66 – column 24 line 23, column 25 lines 5-13, and in claim 12);

generating benefit for the event organizer based on the contractual obligation, and enabling the event organizer to use the benefit to obtain goods and services for use at the event (see at least column 24 lines 9-24, column 25 lines 35-39, and Claim 3).

Referring to Claim 10, Robertson discloses the method of claim 9, further comprising: determining specific events or parties in a specified geographical location within a specific range and displaying options to the others for payment of the desired goods and services for the specific events or parties determined to be in the specified geographical location within the specified time range (see at least Figs. 8,40,41; column 9 lines 33-37, column 21 lines 37-55, column 24 lines 54-65, column 25 lines 5-13).

Referring to Claim 11, Robertson discloses the method of claim 9, further comprising soliciting providers of goods and services to commit to provide the goods and services at the associated cost (see at least column 13 lines 5-18 and 23-27).

Referring to Claim 12, Robertson discloses the method of claim 9, wherein the step of creating a database for the event comprises determining whether a good or service desired for the event is the same or similar to a good or service desired for another event as contained in a database for the other event, and if so, notifying

potential providers of the good or services of the presence of multiple requests for the same or similar good or service (see at least column 13 lines 5-15 and column 16 lines 50-59).

Referring to Claim 13, Robertson discloses a method for planning an event comprising a plurality of elements relating to goods and services for the event, each element having a plurality of different alternatives, comprising:

providing memory media having data encoded thereon in computer useable form, the data comprising a plurality of previously created different templates and associated prices, each of the templates including a single alternative for each of the plurality of elements and identification information of providers of the goods and services associated with the alternatives (see at least column 9 line 53-column 10 line 34, claims 1 and 14, Robertson's lists of gift items, which could include services, and distribution lists are the same as templates with prices and other information about goods and services for an event, including provider information);

enabling event organizers to interface with the memory media and peruse the templates; enabling the event organizers to select one of the templates having desired alternatives for the elements (see at least claim 16);

and upon selection of one of the templates and after at least partial payment by the event organizer (user or registrant) for the selected template, informing the providers of the goods and services associated with the selected template of a request to provide the goods and services listed in the template to the event organizer (see at least column 10 lines 5-16).

Referring to Claim 14, Robertson discloses the method of claim 13, further comprising the step of: directing compensation to the creator of the selected template (see at least column 25 lines 35-39).

Referring to Claim 17, Robertson discloses the method of claim 13, further comprising: enabling the creation of a new template by presenting options for goods and services for an event, and for each good and service presenting the identity of one or more providers of the good or service and contractually obligating the provider of the good or service to deliver the good or perform the service upon acceptance of the template by an event organizer (see at least claims 1-9 and as discussed above with regard to creating lists (templates) and choosing providers).

Referring to Claim 18, Robertson discloses a method for enabling a user to obtain a service comprising a plurality of elements, each element having a plurality of different alternatives, comprising:

providing memory media having data encoded thereon in computer useable form, the data comprising a plurality of different templates and associated prices, each of the templates including a single alternative for each of the plurality of elements and identification information of providers of the goods and services associated with the alternatives (see at least column 9 line 53-column 10 line 34, claims 1 and 14, Robertson's lists of gift items, which could include services, and distribution lists are the same as templates with prices and other information about goods and services for an event, including provider information);

enabling the user to interface with the memory media and peruse the templates;

enabling the user to select one of the templates having desired alternatives for the elements; and

upon selection of one of the templates and after a commitment for payment by the user for the selected template, informing the provider of the service associated with the selected template of a request to provide the service according to the template to the user

(see at least column 9 line 53-column 10 line 34, claims 1 and 14, and as discussed above with regard to claim 13 of the present application).

Referring to Claim 19, Robertson discloses the method of claim 18, further comprising the step of: operating a web site at which the user interfaces with the memory media as discussed above with regard to claim 8 of the present application.

Referring to Claim 20, Robertson discloses the method of claim 18, further comprising the step of: requiring the user to provide partial payment upon selection of one of the templates; and guaranteeing at least partial payment to the provider of services associated with the template upon commitment by the provider to perform the services for the user as discussed above at least with regard to claims 9 and 10 of the present application.

Referring to Claim 21, Robertson discloses the method of claim 9, wherein the contractual obligation of the provider of the goods and services to deliver the goods and services for the event is established prior to the event such that the benefit for the event organizer based on the contractual obligation is generated prior to the event and thus the event organizer is enabled to use the benefit to obtain goods and services prior to

the event thereby creating a feedback loop from payment for goods and services to potential use of a benefit generated from such payment to purchase additional goods and services in the database (see at least column 12 lines 11-13, column 23 line 66 – column 24 line 24, column 25 lines 5-13 and 35-39, and in claims 3 and 12. As discussed above in the response to argument, it is again noted that the "future purchases" discussed in Robertson refer to purchases that take place any time after the instant purchase. Therefore a future purchase could still take place "prior to the event," and the credit from the instant purchase could well be applied to goods or services purchased later for use at the same event).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Robertson as applied to claim 13 above, in view of Hammons (Paper #20050204, U.S. Patent No. 6,477,509).

Referring to Claim 15, Robertson discloses the method of claim 13, further comprising the steps of: creating a digital or analog recording, video or photographs of an event using each of the templates in Robertson claim 13, where the videographer referred to in Robertson would clearly be hired for no other purpose. Robertson does

not disclose enabling the event organizers to view the digital or analog recordings, videos or photographs after selection of the template. Hammons (Paper #20050204, U.S. Patent No. 6,477,509) teaches enabling the event organizers to view the digital or analog recordings, videos or photographs after selection of the template (see at least column 1 lines 18-21 and 43-48, and column 4 lines 55-60). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of Robertson to include enabling the event organizers to view the digital or analog recordings, videos or photographs after selection of the template as taught by Hammons in order to achieve the benefit of having taken the pictures in the first place. This capability would obviously attract more event organizers, increasing marketing and advertising opportunities for both the system and its providers. Increasing marketing and advertising opportunities is noted as a motivation for the inventions in both Robertson and Hammons (see for example Robertson column 13 lines 23-34 and Hammons column 9 lines 13-23).

3. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over Robertson as applied to claim 13 above, in view of Leason (Paper #20050204, U.S. Patent No. 5,898,594).

Referring to Claim 16, Robertson discloses the method of claim 13, however Robertson does not disclose said method further comprising the steps of: associating the identity of the creator of each of the templates and terms for consulting with the creator of the selected template with each of the templates, providing the identity of the creator of the selected template to the event organizer, and enabling the event

organizer to consult with the creator of the selected template upon acceptance of the terms for consulting with the creator of the selected template. Leason (Paper #20050204, U.S. Patent No. 5,898,594) teaches associating the identity of the creator of each of the templates and terms for consulting with the creator of the selected template with each of the templates, providing the identity of the creator of the selected template to the event organizer, and enabling the event organizer to consult with the creator of the selected template upon acceptance of the terms for consulting with the creator of the selected template (see at least column 2 lines 4-14, 22-23, and 54-67, describing a saved, shared registry of items manipulated by parties on consultation with each other, column 6 lines 46-60, column 12 lines 29-51, discussing combining and manipulating saved registries upon identification of user and customer, and claims 1-9).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of Robertson to include associating the identity of the creator of each of the templates and terms for consulting with the creator of the selected template with each of the templates, providing the identity of the creator of the selected template to the event organizer, and enabling the event organizer to consult with the creator of the selected template upon acceptance of the terms for consulting with the creator of the selected template as taught by Leason in order to streamline the process of planning an event or a gift list, making it easier for the planner to take advantage of the services provided by the service providers and thereby increasing commercial opportunities. These motivations are suggested in Robertson (see at least Abstract) and in Leason (se at least column 1 line 60 – column 2 line 29).

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Adam Levine whose telephone number is 571.272.8122. The examiner can normally be reached on M-F, 8:30-5:00 Eastern.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn W. Coggins can be reached on 571.272.7159. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

WYNN W. COGGINS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Adam Levine
Patent Examiner
December 2, 2005